brazenly". It is an accepted principle that in a case before the appellate court where the issue is the finding of fact by a trial judge an appellate court is always reluctant to interfere with such finding for the simple reason that the trial judge had the advantage of seeing and testing the veracity of the witnesses before him unless of course it can be shown that the judgment was plainly wrong or unsupported by evidence.

Having perused the record of appeal and heard counsel's arguments, we came to the conclusion at the close of the arguments that there was sufficient evidence before the trial judge to satisfy him in accepting the 2nd defendants' version with which we agree that he had delivered 4 sets of coupons namely No. 100026, 100027, 100028 and 100029 with the control stamps affixed thereto to the plaintiff on the 16th August 1968; that the plaintiff, and this is not in dispute, had betted only on 2 coupons namely No. 100027 and No. 100029 and returned coupon No. 100028 unstaked; and that the 2nd defendants did not lose the B and C portions of the said coupon No. 100026 because they never received the A, B and C portions of the said coupon back from the plaintiff in the first place.

With regard to counsel's other arguments that the trial judge drew wrong inferences, that there were discrepancies in the evidence and that he relied too much on the demeanour of Law Kam Hock, it will be observed from his judgment that the trial judge had remarked that Law Kam Hock was far from being an impeccable witness in all respects. From this statement, we were of the view that the trial judge was aware of the discrepancies of Law Kam Hock's evidence but they were not so serious as to give him any apprehension as to his veracity on the principal issued involved. We came to the conclusion that the trial judge had properly weighed all the evidence and took into account whatever discrepancies there were before coming to his findings. For the reasons abovementioned, we dismissed the appeal for it is well established that an appellate court will not reverse the findings of the trial judge unless such findings were unsatisfactory by reason of material inconsistencies or that in coming to such findings he had not taken proper advantage of having seen and heard the witnesses or that his judgment was plainly unsound.

Appeal dismissed.

Solicitors: *J. B. Jeyaretnam & Co.; Boswell, Hsieh & Lim; R. Ramason.*

UNION CARBIDE SINGAPORE PRIVATE LTD. v. GOVINDAN NAIR

[A.C.J. (Wee Chong Jin C.J.) January 18, 1973]
[Singapore — District Court Appeal No. 20 of 1972]

Industrial Law — Holidays — Entitlement to paid holiday on days specified as public holidays — Monthly paid employee working on a five day week — Whether entitled to payment for public holidays falling on Saturdays — Employment Act (Cap. 122), ss. 38 and 41 — Holidays Act (Cap. 307).

The respondent was a monthly rated employee of the appellants. In accordance with the terms of a collective agreement the respondent worked a five day week from Mondays to Fridays; and under the terms of the collective agreement he was entitled, subject to the provisions of section 41 of the Employment Act, to a paid holiday at his ordinary rate of basic salary on such of the days specified as public holidays. There were four public holidays which fell on Saturdays in 1971 and the respondent claimed salary in lieu of these public holidays. The Assistant Commissioner of Labour allowed his claim for $111.36 and from this decision the appellant appealed to the High Court.

Held: the respondent was entitled to be paid at his ordinary rate of pay for the four public holidays which fell on Saturdays in 1971 and as his contractual monthly salary in 1971 did not include payment for Saturdays on which he was under no contractual obligation to work, he was entitled to the sum of $111.36 awarded to him and the appeal must be dismissed.

DISTRICT COURT APPEAL.

Harry Elias for the appellants.

A. Ramanujan for the respondent.

Wee Chong Jin C.J.: This is an appeal from a decision of the Assistant Commissioner for Labour allowing a claim by the respondent, M. P. Govindan Nair, against the appellants, Union Carbide Singapore Private Ltd., for $111.36 alleged to be due as salary in lieu of public holidays which fell on Saturdays during the year 1971.

The material facts are these. The respondent is a monthly-rated employee of the appellants and is employed as an accounts clerk. In 1971 his salary was $645 per month. Under clause 8(b) of a collective agreement, effective from 1st January 1971 to 31st December 1974, entered into between the appellants and Singapore Industrial Labour Organisation the hours of work for a non-plant clerical employee, of which the respondent is one, shall not be more than 44 hours per week which shall normally be as follows: -

"Mondays - Thursdays	:	8.00 a.m. to 12 noon 12.30 p.m. to 5.30 p.m.
Fridays	:	8.00 a.m. to 12 noon 12.30 p.m. to 4.30 p.m."

Under clause 26 of the collective agreement it is provided that subject to the provisions of section 41 of the Employment Act every employee shall be entitled to a paid holiday at his ordinary rate of basic salary on such of the days specified in the Schedule to the Holidays Act.

In accordance with clause 8(b) of the collective agreement the respondent being a non-plant clerical employee, was not obliged during 1971 to and did not work on Saturdays. He worked a five-day week from Mondays to Fridays and forty four hours per week. In 1971 there were four public holidays under the Holidays Act which fell on Saturdays. In respect

of these four public holidays he was not given any additional day off in substitution for each of these four public holidays. Accordingly, he claims that under section 41 of the Employment Act he is entitled to be paid a full working day's salary at his ordinary rate of pay for each of those four Saturdays. His case is that although Saturdays are non-working days for him, as he has worked his full quota of 44 hours per week from Mondays to Fridays, he did not get the benefit of a paid holiday on those Saturdays which are public holidays under the Holidays Act. His argument is that section 41(1) gives him an entitlement not merely to a holiday but to a paid holiday at his ordinary rate of pay.

The appellants' answer is that the respondent, on those Saturdays which are public holidays, has had the benefit not only of a holiday i.e. a day on which he is not obliged to work, but also of a paid holiday. The appellants' argument is that the respondent is a monthly-rated employee who is paid a monthly salary which is computed on a monthly basis so that the monthly salary he is paid for the work he performs as an employee of the appellants includes payment for the Saturdays in each month. In other words under the contract of service the respondent is paid for all Saturdays even though they are non-working days, i.e. days on which he is not obliged to work.

The material provisions of section 41 of the Employment Act (Cap. 122) read as follows: -

"41.—(1) Every employee shall be entitled to a paid holiday at his ordinary rate of pay on such of the days specified in the Schedule to the Holidays Act, 1966, as fall during the time that he is employed:

Provided that by agreement between the employer and the employee any other day or days may be substituted for any one or more of the days specified in the said Schedule:

And provided further that if any of the days specified in the said Schedule should fall on a rest day the working day following immediately thereafter shall be a paid holiday in substitution therefor.

(3) Notwithstanding the provisions of subsection (1) of this section, any employee may be required by his employer to work on any holiday to which he would otherwise be entitled under the said subsection and in such event he shall be paid an extra day's salary at the ordinary rate of pay for one day's work in addition to the ordinary rate of pay for that day and to a travelling allowance, if payable to him under the terms of his agreement with his employer, for one day.

(5) For the purposes of this section if any such holiday falls on a half working day, the ordinary rate of pay payable shall be that of a full working day."

In my judgment, the provisions of section 41(1) of the Employment Act are couched in clear and unambiguous language. Giving the words used their ordinary and natural meaning, they clearly enact in plain and simple language that every employee is entitled not only to a holiday, i.e. a day free from work, on such of the days which are public holidays under the Holidays Act but is also entitled in respect of such public holidays to be paid at his ordinary rate of pay.

Thus if a public holiday falls on an employee's working day under his contract of service he is entitled on that day to a holiday i.e. a day free from work, as well as to be paid for that free day at his ordinary rate of pay. If he is not required to work on that public holiday and no deduction is made from his contractual salary in respect of his not working on that public holiday he gets his section 41(1) entitlement of a day free from work as well as of being paid at his ordinary rate of pay even though he does not fulfil his contractual obligation to work on that day.

The first proviso to section 41(1) enables an employer and his employee, by agreement, to substitute another day for a public holiday and in that event the employee on the substituted day would get his entitlement to a paid holiday at his ordinary rate of pay.

The second proviso to section 41(1), where a public holiday falls on a rest day, which is normally Sunday, substitutes the working day following immediately thereafter as a paid holiday and in that event also the employee on that substituted day would get his entitlement to a paid holiday at his ordinary rate of pay.

The question in issue in the present case arises because in 1971 four public holidays fell on a non-working day, not being a Sunday, under the respondent's contract of service. The question is whether or not, on each of those public holidays he had his section 41(1) entitlement. He clearly had a holiday i.e. a day free from work but was he being paid at his ordinary rate of pay in respect of that holiday when he was under no contractual obligation to work on that particular day.

It is a mixed question of fact and law. On the facts of this case the respondent is a monthly-rated employee who is paid a monthly salary. His contract of service requires him to work a forty-four hour week with a working week of five days.

By law also — see section 38(1) of the Employment Act — he is not obliged to work in excess of forty-four hours per week for his contractual monthly salary. If he works more than forty-four hours a week he is entitled both under his contract and by law — see section 38(3) — to be paid extra salary i.e. he is entitled to overtime pay.

In my judgment on the facts and having regard to his contract of service and the provisions of the Employment Act the respondent's monthly salary is computed on the basis of the respondent working forty-four hours per five-day week from Mondays to Fridays. It follows, in my opinion, that his monthly salary is computed on the basis that Saturdays and Sundays are non-working days for him and that his monthly salary is exclusive of payment for Saturdays and Sundays during which he is under no contractual obligation to work to earn his monthly salary.

Accordingly, the respondent, for the four public holidays which fell on Saturdays during 1971, was entitled to be paid at his ordinary rate of pay and as his contractual monthly salary during 1971 did not include payment for Saturdays under which he was under no contractual obligation to work the appeal is dismissed with costs.

Appeal dismissed.

Solicitors: *Drew & Napier; Ramanujan & Shu-Jin.*